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The Solicitors' Journal

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Current Topics.

The Prisons Report.

SOME INTERESTING statistics are revealed in the report of the Commissioners of Prisons and the Directors of Convict Prisons for the year 1930 (H.M. Stationery Office, Cmd. 4151). The total number of receptions into prison during the year was 53,063, as compared with 49,965 for 1929. Sentences for indictable offences increased by 815, the major part of the increase being due to a rise in the number of sentences for minor offences and in the number of committals by civil process and of committals on remand for trial not followed by sentences of imprisonment. Of the reception of men after conviction 29 per cent. were for non-payment of fines, while of the receptions of women after conviction 51 per cent. were for non-payment of fines, drunkenness numbering over two-thirds of the offences in the latter case. Dealing with the question of the prohibition of smoking to prisoners on remand and awaiting trial, the report states that the only reason for its maintenance has been the administrative difficulty which arises if tobacco is allowed in a prison. The experiment of allowing trial and remand prisoners to smoke while at exercise has been tried at Brixton, and the extension of the arrangement to other prisons is contemplated if as a result of the experience obtained there a satisfactory scheme can be devised for exercising effective control over tobacco and cigarettes without undue expenditure of the time of the officers. The report also states that the only remaining difference between sentences of hard labour and sentences of imprisonment without hard labour is that a man sentenced to hard labour is required to sleep without a mattress for the first fourteen days of his imprisonment. In the case of women there has been no difference between the two forms of imprisonment since 1899. Probably one of the most significant features of the report is that which draws attention to the fact that while in 1913 the daily average prison population was 18,155, in 1930 that number was reduced to 11,346. Altered methods of dealing with criminals are no doubt responsible for this decrease. There is, the fact remains, an alarming increase in crime, but whether longer sentences and a consequent increase in the prison population will prove a potent deterrent must remain a matter of conjecture.

The Unwritten Law of Decorum in Court.

TWO INCIDENTS of women giving or offering to give evidence before magistrates with their heads uncovered have been recorded on recent occasions. On one, the magistrate refused to hear the witness in such circumstances, on the other her evidence was taken, but she received solemn rebuke for such levity. Students will of course look in vain for any written law forbidding a woman to testify uncovered in a court of justice—unless, perhaps, some ancient sartorial law has escaped the vigilance of the persons entrusted with statute law revision. Similarly, there is no written law that a male witness may not testify in bathing-slips or pyjamas, nor was there one that barristers addressing Mr. Justice K. or Vice-Chancellor M. should not wear white waistcoats. Indeed, there is no written law that a barrister must wear wig and gown when he addresses the court, or that a High Court Judge must be styled " my lord," a county court judge " your honour," or a magistrate " your worship." In effect, it is the law that a certain dignity and decorum must be preserved in court, and, within very wide limits, the judge presiding has the power of deciding when it is broken, and how to deal with an offender. A spectator who makes a noise in court may be turned out, and so no doubt might one who presented himself in bathing costume. Resistance to such expulsion would be contempt of court, and, it may be assumed, an assault on the officer lawfully carrying it out. A judge can certainly refuse to hear the evidence of a witness not decently dressed, and can put him back until he appears presentably attired. A witness proffering himself as such in unseemly costume would presumably be guilty of a minor contempt of court. Public opinion prevents a judge requiring an unreasonably high standard of dress, though if a High Court Judge suddenly required every male witness before him to wear a frock coat, it is somewhat difficult to suggest any legal process to make him stop the practice. So long as judges and magistrates are sane and reasonable people, however, the unwritten laws of decorum which they enforce in their own courts are such that sane and reasonable people can without difficulty obey them.

A Long Vacation Appeal.

THE UNUSUAL occurrence of a single judge of the Court of Appeal hearing an interlocutory appeal at his country home in the Long Vacation (on 31st August) attracted a considerable amount of comment in the daily press. The picture drawn by one of the papers of the hearing before Lord Justice ROMER, at Littlestone House, Littlestone-on-Sea, while pyjama-clad girls walked on the sea front outside was piquant, but no more so than pictures that might have been drawn of many interlocutory applications that must be made to judges in their private abodes. The distinguishing feature of the application in question was that it was made to a single judge of the Court of Appeal, the authority being s. 69 of the Supreme Court of Judicature (Consolidation) Act, 1925, which provides that: " In any cause or matter pending before the Court of Appeal, any direction incidental thereto not involving the decision of the appeal may be given by a single judge of that court, and a single judge of that court may at any time during vacation make any interim order to prevent prejudice to the claims of any parties pending an appeal, as he may think fit." That the appeal to a single judge of the Court of Appeal is not entirely unprecedented, as was stated in an evening paper, is clear from *Re Tussaud* (31 SOL. J. 703), in which there was an application to the Court of Appeal on the last day of the sittings for leave

to give notice of motion before a single judge of the Court of Appeal during vacation for a stay of proceedings under an order of Mr. Justice CHITTY of the previous day, pending an appeal to the Court of Appeal. No notice of appeal had yet been given, and the authority for the application was s. 52 of the Judicature Act, 1873, which was re-enacted in identical terms in s. 69 of the 1925 Act. Lords Justices BOWEN, COTTON and FRY were of opinion that a single judge could have no jurisdiction under that section until an appeal had been presented, and Lord Justice COTTON said that an application could be made to him in the country during the vacation, but the parties must previously ascertain by letter the time when he would hear the application. This decision is in accordance with the dictum of Lord Justice MELLISH in *Sugden* v. *Lord St. Leonards*, 1 P.D. 154, 209, where he said: "We have held in several cases that, until an appeal is brought, there is nothing pending in the Court of Appeal." A learned writer in THE SOLICITORS' JOURNAL, Vol. 36, p. 22, pointed out that the Rules Committee of the Supreme Court made no provision for these appeals, and the party appealing is left to find a judge of the Court of Appeal during the vacation. It has been since held, however, that when an application is made under this section a notice of motion and an affidavit stating the grounds of the application must be sent by post to the Lord Justice to whom the application is to be made: *Re X.L. Electric Co. Ltd.* (57 SOL. J. 792), and R.S.C., Ord. 58, r. 18. The matter is one which will, no doubt, receive the attention of the Lord Chancellor when he gives his promised consideration to reforms concerning the Long Vacation.

The Universal Exile.

ACCORDING TO a statement in *The Times*, one STANISLAUS RABOCKIMSKI, reaching Plymouth from New York in an American liner, was refused permission to land, and proceeded on the ship to try to find a country that would allow him to do so. That he is not exactly popular is manifest from the fact that in turn Russia, Austria, Germany, Switzerland, Rumania, Spain, Portugal, Holland, the United States, and now England, have declined his company. It seems hardly fair, however, that any man should be, so to speak, an international discard, and the problem he raises is worth consideration. No doubt every State has the sovereign right of refusing to admit aliens, as held in respect of the British Empire in *Musgrove* v. *Chun Teeong Toy* [1891] A.C. 272, and exercised almost up to its limit by Nepal and Tibet. Similarly, every State has the right to expel or deport an alien, *Attorney-General for Canada* v. *Cain* [1906] A.C. 542, and he may be placed by its authorities on board a particular ship for the purpose, *Ex parte Duke of Chateau-Thierry* [1917] 1 K.B. 922. According to the text-books, each country has the duty of receiving its nationals deported from any other: see, for example, "Oppenheim," 4th ed., vol. I, p. 526. This duty, however, is manifestly one which can be enforced by diplomacy only. It is also possible that a country, while professing regard for such duty generally, may repudiate it in a particular case on the ground that the individual concerned is not its national. It is further possible for a person to be without nationality, "*sans patrie*," as recognised in *Stoeck* v. *Public Trustee* [1921] 2 Ch. 67. This may happen in one of several ways, but the right of expulsion from national status by reason of long residence abroad or otherwise is sometimes exercised, and in particular, Russia under the Soviet has denaturalised a very large number of former subjects, and declines to allow them to re-enter its territory, thus depriving British deportation orders of their efficacy in such cases. To prevent an *impasse* of this kind an international convention may be suggested to deal with such a situation, perhaps by requiring each country to take back its own deported nationals, although it has repudiated them, unless and until some other country has formally naturalised them and taken over that duty. That a particular individual should become an international shuttle-cock is hardly creditable to civilisation.

An Unreasonable Bye-law.

A NUMBER of summonses under a somewhat remarkable bye-law were heard in the Belfast Summons Court on 29th August. The bye-law in question was enacted by the Corporation in 1898 and under it the driver of a hackney carriage plying for hire within the city was obliged to wear a hat between the hours of 6 a.m. and 8 p.m. On behalf of the corporation it was stated that the wearing of hats was enjoined for the sake of the appearance of the city. It is doubtful whether such a bye-law could be enforced in England, as a bye-law is unreasonable and void if it is "manifestly partial and unequal in its operation as between different classes, or unjust, or made in bad faith, or clearly involving such oppressive or gratuitous interference with the rights of those subject to them as could find no justification in the minds of reasonable men"—per Lord RUSSELL, C.J., in *Kruse* v. *Johnson* (42 SOL. J. 509); [1898] 2 Q.B. 91, 101. Although English taxicab drivers constitute one of the most sombre classes in the community in the matter of dress, there would be a howl of indignation if London County Council bye-laws were to be enacted preventing them from appearing hatless in public during the hours of daylight. Omnibus conductors, it could be pointed out, appear in public with open shirts, and therefore there would be a clear discrimination between different classes if the dress of taxi drivers were prescribed by the bye-laws. Moreover, it would be a gratuitous interference with the rights of those subject to these bye-laws, and therefore unreasonable and void on that account also. In *Strickland* v. *Hayes* (40 SOL. J. 316); [1896] 1 Q.B. 290, it was held that a county council bye-law prohibiting the singing or reciting of any obscene song or ballad or using any profane or obscene language on any street or public place or on land adjacent thereto was invalid, as it did not contain any words importing that the acts must be committed so as to cause annoyance to other people. "It would be an infringement of the bye-law," said KAY, L.J., "if no human being heard the language and not only if no human being was annoyed by it." An analogous argument may be applied to the question of the validity of a bye-law prohibiting the wearing of hats by taxicab drivers. The only persons who might by any remote possibility be annoyed are the passengers, who are usually too preoccupied with the taximeter to bother about the driver's hat.

The Landowner and the Hiker.

THE FACT that Lord STRATHMORE has successfully prosecuted a number of "hikers," causing them to be fined for doing damage to his woods, is a plain intimation that landowners intend to protect themselves as far as possible from raiding parties of bright young people (and elder marauders for that matter). There is a widespread belief that the recent Access to Mountains Act has automatically thrown open everybody's land to all and sundry who are disposed to walk through or over it. The new Rights of Way Act will probably intensify that belief until a sufficiently rude awakening in the form of an injunction, plus a substantial bill of costs, is placed upon the shoulders of some particularly aggressive claimant of rights. We have already heard of trouble on grouse moors and there will certainly be more trouble in woodlands where pheasants are reared and preserved, especially if "hikers" are to follow the advice given recently in a popular London newspaper as to taking dogs with them for companions. So far as damage is concerned, the hint thrown out by CHARLES, J., at the recent Exeter Assizes, may well be noted. A man charged with doing malicious damage to a tree by cutting ivy from it elected to go for trial, but CHARLES, J., directed an acquittal on the ground of no malice—significantly adding that some day it might dawn upon an astute police constable that smooth-leafed ivy might be sold at a profit, and that to take it would be stealing! That rather traverses the idea generally accepted that blackberrying and mushrooming are not stealing.

Criminal Law and Practice.

POLICE EVICTIONS AGAIN.—An interesting problem arising out of an article on police evictions in a recent issue (*ante*, p. 599) is put by a correspondent. It will be recalled that in *R.* v. *Tobin*, the police court case discussed in the article, the landlord had obtained an order for possession of his premises, and, the day after possession was given, the defendant, who was not the tenant, but a stranger acting in what he conceived to be the tenant's interests, was found on the premises and refused to be removed. Our correspondent asks what the landlord should have done when he found the premises re-occupied, and how he should have proceeded to regain vacant possession. The proper form of proceeding was, of course, not to call in aid a police constable, but either to enter and take possession peaceably if he could (*Coatsworth* v. *Johnson* (1886), 55 L.J., Q.B. 220), or to commence ejectment proceedings or proceedings for trespass against the intruder (*Style's Case* (1610), 2 Brownl. 216; *Wilson* v. *Chanton* (1862), 6 L.T. 225). Such proceedings may be commenced at any time after completion of the execution, if the acts of which complaint is made occur after the plaintiff has obtained possession. If they occur before that time, there is a clear case of contempt, for which an order of attachment can be made. *Style's Case* contains some interesting learning on the subject of the landlord's rights. The sheriff had put the plaintiff into possession, but within two weeks after the execution the tenant moved in again. It was held that no new writ of execution could in those circumstances be granted, but that if the execution had not been fully made it could have been granted. The Chief Justice added that, if the sheriff put a man in possession and after that the other which was put out enters in forthwith, the court may award an attachment against him for contempt of court. Such an attachment could, of course, only be obtained against the ejected tenant, and not against a stranger. Moreover, the tenant is not guilty of contempt unless he re-enters forthwith, after being put out. In *Kingsdale* v. *Mann*, 6 Mod. Rep. 27, possession was delivered by *habere facias possessionem* at about 9 o'clock in the morning, and towards 6 o'clock at night the plaintiff was forcibly turned out of possession. The court doubted in this case "whether after so many hours' distance it could be looked upon as a disturbance of execution" so as to justify an attachment, but that there would have been no doubt on the matter if it had happened immediately after the execution. Whether the trespasser is a stranger or an ejected tenant matters little to the question of the landlord's remedy in trespass and ejectment, especially where the execution has been fully made, and no new writ of possession can be granted.

INSURABLE INTEREST IN LIVES OF RELATIVES.—The importance of blood relationship, as regards the validity of policies, was exemplified at Birmingham in the recent case of *Cosnett* v. *Royal London Mutual Insurance Society Limited*. The claim was for the return of £4 18s., being the amount paid in weekly premiums (of 2d. and 3d. respectively) upon two policies taken out by the plaintiff. The "life" insured was that of his step-mother, and, on discovering the illegality in March, 1932, the plaintiff had claimed the return of the premiums. The defendants had offered him 13s. on one policy and 8s. 8d. on the other, but these offers were refused, although the plaintiff admitted that the policies had lapsed through non-payment of premiums. His explanation of the other omission (to inform the defendants that the insured was his step-mother) was that he did not consider this information material. The defence was that, even though the misrepresentations were innocent, the premiums were irrecoverable, and this submission was upheld by the learned stipendiary magistrate (Lord ILKESTON), who dismissed the application. Compare the previous note under the above title in our issue of the 30th July, 1932 (76 SOL. J. 534).

"Dormant Funds."

THE report of the Dormant Funds Committee (H. M. Stationery Office, Cmd. 4152) contains important recommendations with regard to (I) dormant funds in the High Court; (II) unclaimed and other balances in the county courts; and (III) the Land Registry Insurance Fund. The Committee, over which Lord TOMLIN was chairman, held seven meetings and heard as witnesses the Chief Accountant of the Supreme Court Pay Office, the Superintendent of County Courts, and the Chief Registrar of H.M. Land Registry. The report states with regard to dormant funds in the High Court that they represent moneys or investments transferred or paid into or deposited in court either under the provisions of an Act of Parliament (e.g., the Trustee Act, 1925) or under some Order of the Rules of the Supreme Court (e.g., Ord. XXII) or under some judgment or order of the court made in an administration action or in some other form of proceeding. The total of the funds in court, including cash, money on deposit and investments (the latter being taken at their nominal value) exceeds at the present time £55,500,000. The nominal value of the investments exceeds £53,000,000 and the total value of cash and money on deposit exceeds £2,500,000. "Dormant funds" are those falling within the operation of r. 96 (1) of the Supreme Court Fund Rules, 1927, which provides that on or before the 1st day of March, 1928, and in every succeeding fifth year, the Accountant-General shall prepare in such form and with such particulars as the Treasury may from time to time direct a list or statement of the accounts in the books of the Pay Office to the credit of which there stood on the 1st day of September then next preceding any funds not less than £50 which have not been dealt with otherwise than by the continuous investment or placing on deposit of interest during the fifteen years immediately preceding the last mentioned date. With regard to the question whether there should be a point of time beyond which interest should cease to be credited on money on deposit, it is pointed out that the relation between the suitor and the State in regard to money in court is more analogous to that of *cestui que trust* and trustee than to that of creditor and debtor (see s. 138 (1) of the Supreme Court of Judicature (Consolidation) Act, 1925), and that it is not unreasonable that interest should cease to be credited on money on deposit forming part of a fund covered by r. 97 of the Supreme Court Funds Rules, 1927, as from the date when the fund is carried over under the rule to the special account of unclaimed balances, but if it ultimately appears that the continuance of the dormancy has been due to the infancy or other incapacity of the person entitled to the income of the fund or to the fact that the fund could not be dealt with until the happening of a future event, then the money taken off deposit should be replaced on deposit as from the date of the transfer to the special account. As to putting an end to the suitor's right to the fund, there are cases where funds have been dealt with up to sixty-four years of dormancy, and also 1,200 accounts which have been dormant over eighty years, and their aggregate value is estimated at not less than £250,000. The Committee did not think it possible to adopt any proposal of the kind suggested unless a period of something like sixty or eighty years of dormancy was adopted, and a careful investigation was made into the title to the fund. Of the unclaimed and other balances in the county court £148,914 stands to the credit of accounts which have not been dealt with for fifteen years or otherwise than by the continuous investment or placing on deposit of interest, and may be called "dormant." The existing dormant funds represent the result of operations of about sixty years, and claims are established at the rate of about two or three per year. With regard to these similar considerations are applicable as in the case of dormant funds in the High Court. The Committee also suggests that fuller

notice might from time to time be given to the public of the funds which are dormant, on the lines of r. 96 of the Supreme Court Funds Rules, 1927. The report also contains recommendations to clear up the obscurities in the law with regard to the Land Registry Insurance Fund (see ss. 75, 85 and 145 of the Land Registration Act, 1925) and to surrender the whole of the fund to the Exchequer except stocks of the actual value of £100,000. The legal profession will endorse the Committee's recommendations as being in accordance with the soundest principles of law and common sense.

Costs.

ADMIRALTY DIVISION.

ORDER 65, r. 1, applies in the same way in the Admiralty Court as in any other division of the High Court, and the court or judge has complete and unfettered discretion as to the party by whom the costs of the action shall be paid.

There are, however, certain exceptional features with regard to the costs of Admiralty actions, arising out of the peculiar subject matter of such actions, which should be noted. The Admiralty Court deals largely, although not exclusively, with actions between the owners of colliding vessels touching the question of liability for such collisions, and also with disputes arising out of the salvage of ships and goods at sea.

The ordinary practice that the costs shall follow the event is adopted in the Admiralty Court, subject to the court's right to exercise its discretion, of course. Where the court does exercise its discretion then it cannot be interfered with, except where it has acted on wrong principles, or has disregarded essential facts, see "The Ophelia" [1914] P. 46, and "The Young Sid" [1929] P. 190.

Thus, in collision actions, where one vessel is held alone to blame, the costs are usually given to the owners of the innocent vessel. There may be exceptional cases though, and in the case of "The Cardiff Hall" [1918] P. 56, where it was held that neither vessel was to blame for the collision, costs were given on the claim and also on the counter-claim. Again, where a defence of inevitable accident is advanced and sustained then the plaintiffs may have to bear the costs, notwithstanding that no negligence can be attributed to their vessel, see "The Monkseaton" (1889), 14 P.D. 51.

A position peculiar to the Admiralty Court, however, arises in those cases where the colliding vessels are held "both to blame," but in varying degrees, and it is interesting to trace the history of the present practice.

Formerly, it was the practice in cases where both vessels were held to blame for the amount of the costs to be added to the damages sustained by each vessel and for the resulting sum to be divided equally between the two owners. This was the practice, at any rate, as far back as the latter part of the eighteenth century. The practice changed later, and during the greater part of the nineteenth century it was the custom in "both to blame" cases for each party to bear its own costs.

This practice was the outcome of the old Admiralty rule with regard to the division of damages between the wrongdoing vessels, but the Maritime Conventions Act of 1911 altered the rule, and directed that the liability to make good the damage resulting from a collision should be borne in proportion to the degree in which each vessel was in fault.

The first case in which the question of costs was raised, after the passing of the Act, was "The Bravo" (1912), 12 Asp. 311, one of the parties contending that the costs should be apportioned between the litigants in a manner bearing some relationship to the degree of fault of those parties. Sir SAMUEL EVANS, the then President of the Admiralty Court, however, declined to vary the old rule that each party should bear its own costs, holding that the former practice ought to prevail notwithstanding the provisions of the Maritime Conventions Act, since the preparation of the case does not alter in character by reason of the degree of fault being large or small.

The old Admiralty rule prevailed then until 1926, when, in the case of "The Modica" [1926] P. 72, HILL, J., took a somewhat broader view and expressed the opinion that there were circumstances when the preparation of the case might in some respects be dependent on the degree of fault. On the facts of that particular case he directed that each party should bear its own costs. In another case, however, namely, "The Robert Koeppen" [1926] P. 81, where one vessel was held three-fourths to blame and the other one-fourth, HILL, J., directed that the vessel in fault in the largest degree should bear half of the other vessel's costs.

At the present time then there are grounds for claiming that the costs should be apportioned with some regard for the degree of fault of the respective vessels, although it is very common, in those cases where both vessels are held to blame in varying degrees, for no order to be made as to costs, so that each party bears its own.

Legal Maxims.

DE MINIMIS NON CURAT LEX.

THIS maxim, which negatives the right of a plaintiff to take advantage of a small and inconsiderable injury, has a wide scope, though it is usually confined to cases where proof of actual damage is essentially the basis of the cause of action.

It is a commonplace that torts fall into two classes: (*a*) Those in which the law presumes actual damage and which are actionable *per se*, and (*b*) those in which no cause of action arises unless the plaintiff can prove actual damage. The maxim—*de minimis non curat lex*—has no application to torts of the former class, e.g., trespass. "By the laws of England every invasion of private property, be it ever so minute, is a trespass. No man can set his foot upon my ground without my licence but he is liable to an action, though the damage be nothing; which is proved by every declaration in trespass where the defendant is called upon to answer for bruising the grass and even treading the soil": per Lord CAMDEN, C.J., in *Entick* v. *Carrington*, 19 St. Tr. 1029, and "Kenny's Cases on the Law of Torts," 3rd ed., pp. 369, 371. This does not mean that a plaintiff who establishes merely a technical trespass will be awarded substantial damages, but that he is, at all events, entitled to a verdict for nominal damages. If the maxim applied, the plaintiff in such circumstances would not recover even nominal damages.

Those torts, however, which are not actionable *per se*, e.g., negligence, fall directly within the scope of this maxim, and no better illustration can be taken than the law of nuisance. There, actual damage must be proved in order to found an action, but the damage may take the form of interference with the beneficial use of premises. Such interference must be substantial, for persons living in civilised society have to suffer a certain amount of discomfort, and if the discomfort be trivial there is no ground of complaint: *Walter* v. *Selfe* (1851) 4 De G. & Sm. 315; *Christie* v. *Davey* (1893) 1 Ch. 316.

In *Walter* v. *Selfe*, at p. 322, KNIGHT BRUCE, V.-C., in a much-quoted passage said: "Ought this inconvenience to be considered in fact as more than fanciful, more than one of mere delicacy or fastidiousness, as an inconvenience materially interfering with the ordinary comfort physically of human existence, not merely according to elegant and dainty modes and habits of living, but according to plain and sober and simple notions among the English people?" The Vice-Chancellor was obviously applying the maxim to the case before him.

Moreover, the courts have now evolved the doctrine of "local standard of comfort," and the test of a nuisance is, in most cases, not a single universal standard, but a variable

standard differing in different localities. An inconvenience which is substantial in a residential area may very well fall within the scope of this maxim in an industrial area.

So far, then, as torts are concerned, this maxim must be restricted to those cases where actual damage is the basis of the action.

It seems, however, that the maxim may, in certain circumstances, be applied when the court is considering an action sounding in contract. A breach of contract is actionable *per se*. Once a breach is established, it is obvious that the maxim can have no application. But, in determining whether, in fact, there has been a breach, the maxim will apply, for the question is whether the departure from the terms of the contract is trivial or substantial.

LITTLEDALE, J., delivering a dissenting judgment, in *Whitcher* v. *Hall*, 5 B. & C. 269, at p. 277, said: "It appeared to me at the trial that the plaintiff was entitled to recover. I then thought that there had been a substantial performance of the contract by him; and, although there were some variations in the subsequent contract, it was a case to which the maxim applied, *de minimis non curat lex*." It should be observed that the other members of the court took the view that this particular contract required literal performance. The question whether a contract requires literal, or only substantial, performance is one of construction; and where a contract contains a number of terms some of great and others of slight importance, the maxim may negative an action based upon a departure from a term of little or no consequence.

A further illustration may be taken from s. 14 of the Sale of Goods Act, 1893. Of the implied undertakings as to quality and fitness created by that section, CHALMERS in his book on "Sale of Goods," 10th ed., at p. 52, says: They "must be construed reasonably, regard being had to the maxim, *de minimis non curat lex*."

The maxim is undoubtedly wide in scope and useful in character. It is desirable that the courts should not waste time in dealing with trivial and unimportant grievances.

Company Law and Practice.

CXLVI.

MANAGING DIRECTORS.

IN the case of most companies, but particularly in the case of large companies whose businesses require careful attention to executive detail, it is usual to provide by the articles of association for the appointment of one or more of the directors of the company as managing directors. Questions as to the appointment, remuneration and dismissal of managing directors so often arise that it may be helpful to my readers to consider here certain aspects of the law on this subject.

It is important to remember that a managing director cannot be appointed unless the articles of association give the directors power to make such an appointment, or a resolution of the company is passed authorising a particular appointment. It is therefore the practice, as I have already mentioned, to insert in the articles power for the directors to appoint a managing director or directors and to pay him or them special remuneration, at the same time delegating to him or them such powers as are necessary. A typical article conferring upon the directors a power of appointing a managing director is to be found in cl. 68 of Table A, which also contains a provision that a managing director appointed under such powers shall not be subject to the retirement by rotation provided for by cl. 73 of Table A. Although no express power of this nature exists in the articles, a managing director may be appointed without a salary, provided that the articles give the directors power to delegate their powers: *Foster* v. *Foster* [1916] 1 Ch. 532.

If on the other hand the articles do not provide that the managing director shall not be subject to the retirement by rotation which is provided for in the case of ordinary directors, a managing director, who retires by rotation and is not reappointed a director, will lose his office, although his appointment as a managing director was expressed to be for a term of years: *Bluett* v. *Stutchbury's, Ltd.*, 24 T.L.R. 469. Further, the appointment of a person who is a director for life to be a managing director, without specifying the length of his term of office, will not entitle him to retain office as managing director so long as he is a director. But if the directors have power to appoint a managing director for as long as they think fit, and also power to revoke the appointment, and if they appoint a person managing director for life, in pursuance of that power, unless some power of determining the tenure of office is contained in the appointment, they cannot revoke that appointment without rendering the company liable in damages for breach of contract: *Nelson* v. *James Nelson and Sons* [1913] 2 K.B. 471.

The power sometimes given to the directors to revoke the appointment is a fairly common one, though not included in cl. 68 of Table A. Such a power must only be used in those cases where the company itself would have power to revoke the appointment. It does not amount to a power to revoke under any circumstances, and does not enable directors to dismiss a managing director who has been appointed for a term of years, if he has provided no proper cause for such dismissal. If, however, the article is in the form of that in cl. 68, the directors cannot make such an agreement with a managing director as will prevent the company in general meeting from dismissing him.

In those cases where the articles give power to the directors to appoint managing directors it is as well to bear in mind that the company itself cannot, under general powers to make regulations conferred on it by the articles, appoint a managing director or interfere with an appointment made by the directors without first altering its articles. By the alteration of its articles, however, a company may terminate the appointment of a director originally appointed by the articles, as was done in *Shuttleworth* v. *Cox Brothers* [1927] 2 K.B. 9. In that case the plaintiff was appointed by the articles a director for life unless disqualified by six specified events. A special resolution of the company was subsequently passed adding to the six specified events a seventh, which provided for the disqualification of a director if all his co-directors should request in writing that he resign office. Such a request was made to the plaintiff, and in an action brought by him against the company for breach of an alleged contract contained in the original articles, the Court of Appeal held that the contract, if any, so contained in the original articles was subject to the statutory power of alteration, and that if the alteration was *bonâ fide* for the benefit of the company it was valid and there was no breach of contract. We may notice in passing that the court also decided that it is for the shareholders, and not for the court, to say whether an alteration of the articles is for the benefit of the company, provided that it is not of such a character as that no reasonable men could so regard it.

When drafting an article giving power to directors to appoint a managing director it is advisable to give them power to delegate their powers to him, as, unless authorised to do so, directors cannot delegate their powers. A director is himself an agent of the company and the maxim *delegatus non potest delegare* is *primâ facie* applicable to him. At the same time power to delegate, at any rate, as regards the ordinary commercial business of the company, may be implied from an article not expressly containing such a power—but it is thought safer to include it expressly. If the article is silent on the point, and there is power in the directors to delegate, the directors may confer on a managing director such powers as would ordinarily in a similar business be entrusted to a manager.

It is not uncommon to find an article providing in express terms for the remuneration of a managing director at a specified salary or at a definite percentage on profits, but the more usual method is to give him such remuneration as from time to time the directors shall see fit. Clause 68 of Table A provides for remuneration by way of salary or commission, or participation in profits, or partly in one way and partly in another. If a managing director is entitled to a percentage of profits questions may arise as to the proper meaning to be attributed to the word "profits." *Primâ facie* it means the profits made by the carrying on of the company's business as a going concern, or the excess of the receipts of the year over the current expenses and outgoings for that year. The percentage is to be calculated before income tax payable by the company in respect of its year's trading is deducted—*Johnston* v. *Chestergate Hat Co.* [1915] 2 Ch. 338—as the tax is part of the company's profits for the year, but does not include an amount payable in respect of excess profits duty: *Patent Castings Syndicate* v. *Etherington* [1919] 2 Ch. 254.

(*To be continued.*)

A Conveyancer's Diary.

Contracts for Sale—Collateral Agreements.

Some time ago I wrote on this subject with special reference to *Lawrence* v. *Cassel*, which has since been fully reported in the Law Reports [1930] 2 K.B. 83, and I need make no apology for referring to it again.

The defendant entered into a written agreement dated the 20th January, 1928, to sell to the plaintiff a freehold plot of land, together with a dwelling-house which was then in course of erection thereon. The defendant agreed to complete the house in accordance with certain plans and specifications and to execute certain works and put in certain sanitary fittings. On the 10th May, 1928, the defendant executed a conveyance of the premises to the plaintiff. The conveyance did not mention the obligations of the defendant under the agreement to complete the building of the house and to execute the works specified in it. A few days after the conveyance the plaintiff went into possession, and shortly afterwards had to complain that the house had been so badly constructed that the water came in through the walls and windows causing damage to his furniture. The plaintiff brought the action for damages for breach of contract, alleging that the house had not been erected in an efficient and workmanlike manner and that proper materials had not been used as provided in the written agreement for sale and purchase. The defendant pleaded that all the terms and conditions of the agreement had become merged in the conveyance and that the agreement was therefore not enforceable. The plaintiff contended, on the other hand, that the agreement to complete the house was collateral to the agreement for sale and remained enforceable after completion of the purchase and conveyance to the purchaser.

At the trial of the action at Manchester Assizes, Swift, J., gave judgment for the plaintiff, and the Court of Appeal affirmed the decision.

A later case is *Miller* v. *Cannon Hill Estates, Ltd.* [1931] 2 K.B. 113 (75 Sol. J. 155).

In January, 1928, the plaintiff, being in search of a house, went to see a building estate then being developed by the defendants, who were builders and contractors, at Cannon Hill, Raynes Park. On 28th January the plaintiff and his wife saw the sales manager and the secretary at the defendants' office at Raynes Park, who assured them that the "material and workmanship" used and employed in the construction of the houses were "of the best."

The plaintiff and his wife had previously visited a completed show house on the estate and received a prospectus of the estate issued by the defendants. On 2nd February the plaintiff again visited the estate and took an option to purchase a site on "Plot 8, Cannon Close." On 14th February the plaintiff paid a deposit and entered into a formal contract for the purchase of the plot and house thereon, although the house was in fact only in course of erection. By this agreement the defendants contracted to sell to the plaintiff a freehold plot of land with the messuage erected thereon and known as Plot 8, Cannon Close, Raynes Park, and delineated on a plan annexed, for £915. The purchase was to be completed on the 29th June, 1928, and the property was to be registered with an absolute title.

The agreement provided (clause 7): "The interior of the house shall be finished off similar to the show house No. 66, Fairway, and the company will furnish and complete the same to the purchaser's reasonable satisfaction . . ." and (clause 9): "The Company will obtain and hand over on completion the certificate of the local authority that the house is fit for habitation."

On 8th May, 1928, the local surveyor certified the house as fit for human habitation. The house was finished towards the end of July, and the purchase was completed in August, 1928.

The plaintiff and his wife went into occupation in September, and lived there until February, 1930. During 1929 the weather was abnormally wet, and serious damp penetrated the house during the winter 1929-30. The plaintiff acting on medical advice, left the house as being unfit to live in, and in February, 1930, a local sanitary inspector being called in, served on the plaintiff a notice to abate the nuisance caused by the damp.

The plaintiff thereupon commenced the action for damages for breach of contract.

The plaintiff relied (*a*) upon the verbal representation made to him by the defendants at their estate office on 28th January, 1928, as to the materials and workmanship to be used, and upon the written contract dated 8th March, 1928; and (*b*) alternatively upon an implied warranty by the defendants that they would complete the house in a good and workmanlike manner with materials of good quality and description so as to be fit for habitation.

The defendants in their defence pleaded that the contract was concluded by the completion of the contract of transfer; that the local surveyor had certified the premises as fit for habitation; and in so far as there were any defects they were due to the abnormally wet weather; and that the plaintiff inspected the premises between February and August, 1928, and that he bought the house relying on his own judgment.

The action was tried by His Honour Judge Sherwell Cooper and a jury, and in answer to questions by the learned judge the jury found (1) that there was an oral agreement made in conversations between the parties before 6th March, 1928; (2) that the house was not fit for habitation on 2nd August, 1928 or on 14th January, 1930; (3) that the defects were due to faulty construction accelerated by abnormal weather; (4) that the house would not have been reasonably fit for habitation apart from the abnormal weather. They awarded damages.

On these findings the learned judge gave judgment for the plaintiff for the amount of the damages awarded by the jury.

On appeal the judgment was upheld by the Divisional Court (Swift and Macnaghten, JJ.).

These cases are good illustrations of an exception to the general rule that a conveyance puts an end to the contract or, as it is said, that the contract is merged in the conveyance.

That exception was stated in *Palmer* v. *Johnson* (1884), 13 Q.B.D. 351, to be (in effect) that the rule does not apply to some agreement which was intended to continue after conveyance, and which was collateral to the agreement for sale, there being in such a case no merger because the

conveyance was intended to cover only a portion of the ground covered by the contract.

Other authorities to the same effect are *Saunders* v. *Cockerill* (1902), 87 L.T. 30, and *Clarke* v. *Ramuz* [1891] 2 Q.B. 456.

On the other hand, it may be that the alleged collateral agreement is not severable from the other parts of the contract.

A recent case is interesting on this point.

In *Hawksworth* v. *Turner* (1930), 46 T.L.R. 389, the facts were that the defendant orally agreed to buy from the plaintiffs, who were the executors of a deceased merchant, the business carried on at a named address, including the goodwill, stock in trade and an interest in the premises, but he failed to carry out his agreement. In an action for damages the defendant pleaded that the contract related to an interest in land, and that by s. 40 (1) of the L.P.A., 1925, it could not be enforced against him as there was no written evidence of it. The plaintiffs contended, in answer, that there had been part performance by them in looking after the premises and keeping the staff together until the defendant should take possession.

It was held by Hawke, J., that that part of the contract which related to the goodwill, etc., was not severable from the part which dealt with taking over the premises, and that there was no part performance sufficient to take the case out of the statute, and that the action failed.

Upon the point with reference to severability his lordship said: "The principle appears to be that, where there is a contract for the performance of a particular act, and there is attached to it what is really an independent contract referable to the same transaction, the contract as a whole is severable. But in this case the business is a business which is carried on at a particular place, it was part of the contract that the defendant should have the advantage of such interest as the plaintiffs had in the premises, and the agreement was that the defendant should take over the premises as well as the rest of the business. The contract is really one and indivisible and not severable."

The learned judge also said that what the plaintiffs did in keeping the staff together was insufficient to constitute part performance as the plaintiffs had done nothing to change their position.

Landlord and Tenant Notebook.

Agricultural Holdings: Assignment of Reversion and Compensation.

When the appeal in *Smith* v. *Metropolitan Properties Ltd.* [1932] 1 K.B. 314, which decided that a tenant of business premises claiming compensation for goodwill under the Landlord and Tenant Act, 1927, cannot launch an action until his tenancy has expired, was argued before the Divisional Court, both counsel sought support for their contentions in the language of, and authorities interpreting the provisions of, the Agricultural Holdings Act, 1923. The arguments so advanced were, perhaps, in the nature of makeweights, and the court clearly took the line that the L.T.A., 1927, should be interpreted on ordinary general principles (indeed, the decision emphasises the independence of two sections), but Talbot, J., did remark (p. 333) that the language of the Court of Appeal in *Dale* v. *Hatfield Chase Corporation* [1922] 2 K.B. 282, tended to support the landlord's case, though the passages from the judgments relied upon were "more or less" *obiter dicta*.

In the one case the precise issue was when could the tenant sue, in the other whom could he sue if the reversion had changed hands, two questions not unconnected. The tenant in *Dale* v. *Hatfield Chase Corporation* had quitted, after the termination of his tenancy, an agricultural holding which, before the termination, had been sold (and completion effected) in three lots to different purchasers. He claimed compensation for improvements and compensation for disturbance against his old landlords, to whom he had given the required notices of intention to claim. The draftsmen of the 1908 Act had, to some extent, foreseen the difficulty, for the interpretation section, like that of the 1923 statute now in force (s. 57), defined landlord as the person entitled for the time being to receive the rents and profits, and also provided that the designation landlord should continue to apply till the end of the proceedings in respect of compensation *for improvements*. True, the section conferring the right to compensation for disturbance omitted to specify from whom compensation was to be claimed, a defect which has been remedied in the 1923 Act (s. 12), but the scheme of the Act seemed to demand that the claim should be governed by the same conditions as other claims. At all events, the court laid it down that if the new purchasers were in receipt of rent at the time when the tenant quitted, the respondents were not liable, and the case was remitted to the arbitrator, who had omitted to ascertain this fact. The question whether the provisions by which the designation landlord continued to apply, etc., were applicable to a claim for disturbance was not expressly decided; but the present Act omits the qualification as to proceedings for improvements.

The question of a purchaser's liability in respect of disturbance had in fact been before the Court of Appeal previously, when it was argued, in *Bradshaw* v. *Bird* [1920] 3 K.B. 145, C.A., that the legislature meant, as it were, to make the disturbing landlord pay. This reasoning was considered fallacious; Atkin, L.J., saw no reason for speculating as to intentions, and said that if the question were relevant, the only intention appeared to be one to compensate the tenant!

The tenant in the above case had served his notice of intention to claim on the respondent, the purchaser, who had become then already entitled to rent. This may have misled the County Court judge in *Dale* v. *Hatfield Chase Corporation*, *supra*, into thinking that proceedings commenced, for the purposes of the interpretation section, with the service of notice of intention to claim; on this point his judgment was corrected by the Court of Appeal, where it was laid down that the appointment of the arbitrator was the commencement of the proceedings. It follows—and the judgments expressly so state—that a notice served on one man may "enure for the tenant's benefit" against any one who subsequently becomes the landlord before the claim for compensation can be made or sustained, and that once proceedings are so commenced, that person remains liable.

Dale v. *Hatfield Chase Corporation* also affords an instance of a suggestion made by judiciary to legislature which was actually carried into effect. Bankes, L.J., remarked: "It seems to me that the legislature should make some provision for a possible change of landlords between the time when a tenant serves his notice of intention to claim compensation and the time when the compensation becomes payable. A tenant may be quite unaware that any change has taken place" (p. 294). And, as if to annoy the cynics, Parliament, a few weeks after passing the present consolidating statute, added to the interpretation section a new sub-section (s. 57 (4)), by which service on the "original landlord" is effective against a new landlord unless and until the tenant receives a notice that the original landlord has ceased to be entitled to receive the rents and profits, and notice of the name and address of the new reversioner.

Bankes, L.J., followed his remark quoted above by one to the effect that when a change took place a landlord could protect himself by providing who, as between himself and his assignee, should pay the compensation; and I may conclude by a reference to *Re Derby (Earl) and Fergusson's Contract* [1912] 1 Ch. 479, a vendor and purchaser summons, in which the question at issue was whether the new reversioner could recover from the vendor an amount paid by way of compensation for improvements, the improvements in that case being within Pt. 1 of Schedule I, i.e., improvements for which compensation is payable only if consent has been given. Completion had been effected without prejudice to the

question of liability, the purchaser having learned of the consent some time after contract. The argument advanced on his behalf was that the liability was in the nature of an undisclosed incumbrance; but, as was pointed out, if that were the case vendors would also be bound to give notice of improvements effected for which no consent was required in order to qualify the tenant for compensation. Moreover, claims of this kind might not arise till long after completion. Purchasers are, therefore, deemed to have notice.

Our County Court Letter.

THE AGRICULTURAL HOLDINGS ACT, 1923.

A QUESTION of jurisdiction arose in the recent case of *Williams* v. *Godson* at Hereford County Court, in which the claim was for £774 15s. 11d., as the amount due to an outgoing tenant under an agreement of valuation as compensation for hay, straw, roots, hop wires, tenant's fixtures, manure, feeding stuffs, etc. The defendant, being displeased with his allowance on certain items, had repudiated his valuer's authority, and had asked for the appointment of an arbitrator, but the plaintiff refused to accede to this course, and relied on the joint valuers' agreement. The defendant's case was that (1) there was no agreement under s. 19 of the above Act; (2) the court's ordinary jurisdiction was limited to amounts of £100, which could only be exceeded by express statutory authority; (3) under the above Act the award must be limited to compensation in regard to an agricultural holding, whereas the above sum included the value of fixtures and furniture, which were outside the Act, even if taken over as part of the house. His Honour Judge Roope Reeve, K.C., held that no question of jurisdiction would have arisen if the claim had been wholly under the above Act, but a certain sum was for the price of chattels. It was also impossible to apportion the amount claimed as between compensation under the Act, and liabilities under the custom of the country, which were the subject of a separate bargain. The latter might be for an amount beyond his jurisdiction, and no part of the lump sum could be attributed to compensation. Judgment was therefore given for the defendant, with costs, as the objection to the jurisdiction was legitimate, and no ground for disallowing costs. See a prior reference in the "County Court Letter" in our issue of the 18th June, 1932 (76 SOL. J. 430).

LIABILITY FOR PILOT'S TRAVELLING EXPENSES.

IN the recent test case of *Mersey Docks Board* v. *North-west Shipping Company Limited* at Liverpool County Court, the claim was for £2 11s. as a reasonable amount for travelling and maintenance of a pilot The plaintiffs' case was that (1) their pilot, having taken the s.s. "Ravonia" through the Rock Channel on the 8th October, had handed the vessel over about 1.30 p.m. at Hilbre fairway buoy, (2) at that point compulsory pilotage ended, but the pilot (not having been dropped at the Bar) had to remain on board as far as Point Lynas, which was not reached until 8.30 p.m., (3) by that time he had missed the last train from Amlwch to Liverpool, and he therefore spent the night in the pilot boat, and caught the first train on the 9th October, (4) he was therefore entitled to 10s. 6d. for the two days, and 30s. for maintenance and travelling. The defendants had paid into court 10s. 6d. for one day's allowance, 12s. 3d. for the railway journey, and 5s. 3d. for incidentals—a total of £1 8s. They subsequently admitted liability, however, for an extra one day's pay, but contended that the pilot should only be allowed 13s. 3d. (his actual out-of-pocket expenses) instead of 30s. The latter amount, however, was stated by the plaintiffs' witnesses to be a compromise, as a pilot boat was not always available, and a pilot might be out of pocket—even with an allowance of 30s. His Honour Judge Dowdall, K.C., observed that the item of 30s. had never been challenged since 1921, and was, therefore, a reasonable allowance. Judgment was accordingly given for the plaintiffs, with costs.

Obituary.

SIR HERBERT GIBSON.

Sir Herbert Gibson, solicitor, president of The Law Society in 1925, its centenary year, died on Wednesday, the 7th September, at his residence at Great Warley, Essex, at the age of eighty-one. Herbert Gibson was educated at Uppingham and Exeter College, Oxford, where he took his degree in 1876. He was articled to the late Mr. Peter Williams, of Messrs. Freshfields and Williams, solicitors to the Bank of England, and was admitted a solicitor in 1879. The following year he joined Messrs. Deacon and Son, in Bush-lane, Cannon-street, and also joined The Law Society. He became a member of the Council of The Law Society in 1909, vice-president in 1924, and president in 1925. In 1926 he was created a baronet, and retired from practice in 1929. He was very interested in cricket, and played for the Oxford Authentics and the Free Foresters.

SIR CHARLES STEWART.

Sir Charles John Stewart, K.B.E., the first to hold the office of Public Trustee, from 1907 to 1919, died on Sunday, the 4th September, at his residence, Barcaldine House, Argyll, at the age of eighty-one. Born at Rock Hill, Co. Donegal, he was educated at Harrow, and began his business career with Messrs. Deloitte, Plender, Griffiths & Co., the accountants. He was called to the Bar by the Inner Temple in 1883, and was appointed an Assistant Official Receiver in Bankruptcy in 1884. In 1890 he was promoted to be Senior Official Receiver, and in 1897 he was appointed Clerk of the London County Council. He was appointed the first Public Trustee in 1907, and held that office until 1919, when he resigned. He was created K.B.E. in 1918.

MR. J. FAIRFIELD.

Mr. James Fairfield, solicitor, of Blackburn, died on Sunday night, the 21st August, at the age of seventy-seven. Mr. Fairfield served his articles with the late Mr. R. C. Needham, of Blackburn, and was admitted a solicitor in 1899. He succeeded to Mr. Needham's practice on the latter's death. At one time he was solicitor to the local branch of the N.S.P.C.C.

MR. J. F. W. RITSON.

Mr. Joseph Frederick William Ritson, solicitor, of Wigton, died at his son's home at Wigton on Monday, the 22nd August, at the age of sixty-nine. Mr. Ritson, who was a native of Honolulu, served his articles with the late Mr. Carrick, of Wigton, and was admitted a solicitor in 1885. He was Clerk of the Wigton Board of Guardians until that body ceased to exist, and Clerk to the Wigton Rural District Council for forty-three years until he resigned in 1930. He held the post of Superintendent Registrar for Wigton until his death.

MR. W. BURNET.

Mr. William Burnet, solicitor, a partner in the firm of Messrs. Stirling & Burnet, of Haddington, died on Monday, the 5th September, at the age of fifty-three. He was knocked down by a cyclist about a month ago, and his death resulted from his injuries. He was a member of Haddington Town Council and acted as treasurer.

MR. W. STUCKEY.

Mr. Wilson Stuckey, the oldest practising solicitor in Brighton, where he was senior partner in the firm of Messrs. Stuckey, Carr & Co., died after a short illness at his home at Crowborough on Sunday, the 4th September, at the age of seventy-six. Mr. Stuckey was admitted a solicitor in 1878, and joined his father in practice, the firm then being known as Messrs. Stuckey, Son & Jennings. His principal recreation was golf, and he was captain of the Crowborough Beacon Club.

POINTS IN PRACTICE

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Puisne Mortgage—Yorkshire Registries—Registration.

Q. 2561. (1) A gave a mortgage in 1928 to B on part of an estate situate in the West Riding of Yorkshire. B did not get possession of the deeds, but they were retained by A as he was selling the remainder of the estate in plots. The mortgage was duly registered in the West Riding Registry of Deeds, but not in the Land Charges Department of such Registry. Puisne mortgages are registrable in the Deeds Registry only; does this mean in the Deeds Registry only and not in the Land Charges Department of the Deeds Registry?

(2) A second mortgage of land situate in the West Riding of Yorkshire was made before 1925, the first mortgagee obtained possession of the deeds, and the mortgage was duly registered in the West Riding Registry of Deeds. Is there any necessity to register such mortgage in the Land Charges Department of the said Registry of Deeds? It is now desired to transfer such second mortgage, and it does not appear clear whether there is any necessity to register such mortgage in the Land Charges Department of the said Deeds Registry.

A. (1) We quote the following reply from Emmet's "Notes on Perusing Titles," 12th ed., Vol. 2, pp. 330 and 331, by way of reply to this query: "A 'puisne mortgage' is usually defined as a legal mortgage without the possession of the deeds. This is not quite accurate. For such a mortgage of land within a local deeds registry is not a puisne mortgage. It is only where the land is outside a local deeds registry that such a mortgage is a puisne mortgage. This is important from the point of view that if such a mortgage of land within a local registry was a puisne mortgage it would have to be registered as regards land . . . in Yorkshire by memorial at the particular Yorkshire Deeds Registry, and also in the land charge department of the same registry as a land charge. But as the document is not a puisne mortgage when the land is within those registries, it has only to be registered by memorial. The writer gave an opposite view on p. 566 of Vol. 1, but further consideration of the question has changed his view."

(2) As the second mortgage was registered under s. 4 of the Yorkshire Registries Act, 1884, no further registration was necessary. This second mortgage was not a "puisne mortgage" within L.C.A., 1925, s. 14 (2), and therefore no registration will be required.

Payment of Costs by Liquidator.

Q. 2562. We understand that it is the custom of a liquidator acting in the voluntary winding up of a limited company to pay to solicitors for suing creditors at the time of the resolution to wind up the costs of the solicitors for such suing creditors in full. We shall be obliged if you will state whether there is any rule in regard to payment of such costs in full, or whether it is an act of grace on the part of the liquidator. If there be any rule on the matter, does the same apply in the case of both a voluntary and a compulsory winding up?

A. The custom of a liquidator paying in full the costs of suing creditors is due to the fact that the court, in restraining actions against the company, usually allows a creditor to add his costs of action (incurred prior to notice of the voluntary winding up) to the amount of his debt. Similarly, on the making of a winding up order, the petitioner's costs are a first charge on the assets and are payable free of set-off. See *Audley Hall Cotton Spinning Co.* (1868), 6 Eq. 245, and *In re General Exchange Bank* (1867), 4 Eq. 138, and No. 192 of the Companies (Winding Up) Rules, 1929. Although the payment of such costs is strictly an act of grace, it is a recognition by the liquidator that the creditor would have obtained an order for payment if proceedings had been taken. The custom has thus attained the strength of a rule (provided there are not too many suing creditors) and the same applies in the case of both a voluntary and a compulsory winding up.

Factory Manager's Length of Notice.

Q. 2563. The manager of a wholesale clothing factory has received a week's notice to terminate his engagement, and has been offered only salary up to the end of his engagement. He has been informed that it is a custom of the trade that three months' notice should be given or alternatively three months' salary paid. Will you please state whether there is any such known custom of the trade, and if so, whether this question has been before the court.

A. There is no reported decision on the question of three months' notice, and it is difficult to see how there can be a uniform custom to that effect. Factories differ so much in size, and the qualifications of the managers are so various, that each case must be decided on its own facts. The opinion is given, however, that the position of a factory manager is at least equal to that of manager of a shop, and therefore a month's notice is necessary. A week's notice is inadequate for any kind of manager, but (on the other hand) three months' notice is only due to a manager of exceptional qualifications or length of service. The notice must be proportionate to the responsibility, and three months' notice could only be claimed by the manager of a factory of large size, and employing a large number of operatives. Compare the note on "Multiple Shop Manager's Length of Notice," in the "County Court Letter," in our issue of the 19th March, 1932 (76 Sol. J. 197).

Auctioneer—Sale of Plate—Notice—Regulations respecting.

Q. 2564. Is an auctioneer responsible for giving notice to the excise officer of the intended sale of gold plate, silver plate and jewellery belonging to a client who has instructed him to sell such goods by public auction?

A. The Commissioners of Customs and Excise have issued instructions on this matter in the following terms:—

(1) A licensed auctioneer may sell plate by auction on premises in respect of which the owner of the plate has a plate licence in force, or by sample in the same town or place in which the owner of the plate is duly licensed for the sale of plate.

(2) Plate may be included in an ordinary sale by auction of household effects in a private house, provided that it has not been introduced into the sale by a person dealing in plate.

(3) Where plate is intended to be sold by auction under any other circumstances, special application for permission must be made, at least one week in advance, to the officer of Customs and Excise for the station in which the place of sale is situated; but it is not the practice to interfere with sales by auction of unredeemed pledges of plate under the Pawnbrokers Act, 1872, merely by reason of the pledges being sold in another town or place than that in which the pawnbroker who received them is licensed.

Purchase by Trustees from a Company OF WHICH ONE IS A DIRECTOR.

Q. 2565. A and B are trustees and are desirous of purchasing, under a power in the will, freehold ground rents from a private company of which A is a director and shareholder. Could the purchase be impeached on the grounds of the conflict of A's interests as trustee on the one hand and shareholder on the other? The company has a capital of over a million pounds, and A's shareholding is purely nominal to qualify him as a director, and on his relinquishing office or dying his shares will revert to the principal shareholder. Any possible profit to him would be quite infinitesimal. The price for the ground rents is perfectly fair and is the true market value. The case of *Farrar* v. *Farrars Ltd.*, 40 Ch., p. 395, though relating to a sale by a trustee to a company of which he was a member, is analogous and appears to establish principles to prevent the present proposed transaction ever being upset.

A. The opinion is given that there is nothing *primâ facie* wrong in the proposed purchase, and that it could only be upset on evidence of some unfairness towards the trust, such as under value or (which amounts to the same thing) that the rents were inadequately secured. A should not vote as a director in regard to the proposed sale, and for the avoidance of any question which might be raised by a subsequent purchaser should not attest the sealing of the deed by the company.

Contract in Restraint of Trade—"CARRY ON BUSINESS."

Q. 2566. A has for some years been employed by the B. Company in their business of dairymen, carried on by them at X. A is under covenant with the B. Company that, *inter alia*, after the termination "from whatever cause" of A's engagement "he shall not within three years after the termination of the said engagement be engaged concerned or interested directly or indirectly in the business of dairyman which is carried on wholly or in part within three miles from X." A now wishes to terminate his engagement with the B. Company, and to enter the employ of C. Company, whose dairy is more than three miles from X, but who deliver dairy produce to customers within the three miles radius of X. Will you please say whether, in your opinion, by entering the employment of C. Company, A would be violating his covenant with the B. Company, owing to delivery by C within the prohibited radius. In other words, would such delivery *inside* the area from *outside* the area constitute a breach?

A. Assuming the restriction was valid as not too wide, and on the facts given, it appears to be reasonable (*Evans* v. *Ware* [1892] 3 Ch. 502), the true object of the provision must be discovered by looking at the whole contract, and the opinion is given that by entering the employment of C, A would be "engaged" (in the sense of employed) in a business which was within the restriction and would therefore be committing a breach of contract (see *Hadsley* v. *Dyer Smith* [1914] A.C. 979, and the cases there cited).

Deed of Assignment by Licensee.

Q. 2567. A holds an off-licence for the sale of wines and spirits in the Metropolitan area, and some few months ago he executed a deed of assignment for the benefit of his creditors generally, and under the deed the trustee was empowered to carry on the business and to appoint A the manager thereof. The trustee did so appoint A, and A has for some months acted as manager for the trustee, and has ordered quantities of goods in the trustee's name, and paid for them, and paid surplus moneys from time to time into the bank, to the credit of the trustee's account. Is the trustee in order, in carrying on the business without holding the necessary licence, which is still in A's name? If not, what steps should he take to put himself in order?

A. The tenure of the premises is not mentioned, but A is doubtless a lessee or tenant, and the lease or tenancy would (in the ordinary course) be excluded from the deed of assignment. Even bankruptcy would not disqualify A, who could obtain a renewal of the licence for as long as the landlord or trustee permitted him to remain in occupation. In the present case A is still the occupier, and, even if the trustee were to apply for a transfer of the licence to himself, it is doubtful if the magistrates would grant it. A is still the responsible person, and the fact that he is manager for the trustee of his own deed of assignment is no reason for differentiating his case from that of any other manager, to whom a licence might be granted. The trustee is therefore in order in carrying on the business, with the licence in A's name, and no steps need be taken to alter the position. The facts may be communicated to the clerk to the licensing justices, however, so that any requisite steps may be taken to comply with any local rule or policy which may exist without being specifically authorised by statute.

Probate as Document of Title—PROBATE OF WILL OF MORTGAGEE WHOSE EXECUTORS HAVE BEEN REPAID—ACKNOWLEDGMENT.

Q. 2568. Is it now the practice (and if so, based on what authority) for a purchaser to insist on his vendor obtaining an acknowledgment for the production of the probate of the will of a mortgagee whose executors have been repaid the mortgage since 1926? None of the precedent books seem to provide for the point and we can obtain no guidance from the usual text books. It would appear that, as the purchaser is concerned with the fee simple interest, the mortgage debt is pure personalty and moreover the effect of the receipt is to make the mortgage term a satisfied term.

A. The object in modern times of acknowledgments in respect of probates is to enable those interested to inspect the endorsements thereon, seeing that s. 36 of A. of E.A., practically makes the grant a miniature registry of assents, etc. As it is doubtful whether an assent can properly transfer a mortgage, the doubt perhaps being in favour of the affirmative, it would seem prudent to secure the privilege of inspecting the probate of the will of the mortgagee. We doubt whether it is the practice to insist upon an acknowledgment in such a case as that mentioned by our subscriber, but if it is the practice it seems well founded.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Edward Hall Alderson was born on the 11th September, 1787. His father was a barrister of the Inner Temple who became Recorder of Norwich, Yarmouth and Ipswich and lived to see his son on the Bench. This son, who was called to the Bar in 1811 and joined the Northern Circuit and the Yorkshire Sessions, seems to have fallen easily into practice, for the following year he wrote: "I have not been without business, having had at the last Sessions five briefs and since my return to town have received two more." This did not, however, prevent him from indicting some verses to:

"The Goddess of the briefless band
That near my threshold lov'st to stand."

The last verse ran:

"But 'stead of thee let Business come
Attended by the ceaseless hum
Of motions, briefs, appeals.
How sweet her voice! How fair her mien!
While in perspective dim are seen
King's Counsel and the Seals."

He spent several years as a reporter, compiling the volumes of Barnwell and Alderson. Finally, in 1830, the tide of business floated him on to the Bench of the Common Pleas whence he subsequently removed to the Court of Exchequer, earning there a very considerable reputation.

HATS IN COURT.

The recent controversy about a certain martial magistrate's rebuke to a girl who ventured without a hat into the witness-box seems to call for a definite ruling on the part of the higher tribunals. But here practice is divided. While Mr. Justice Roche has ruled against the bare-headed, Mr. Justice Bateson has been known not only to allow a woman to remove her hat, but also to express a wish that all witnesses would do the same. His Honour Judge Tobin, however, adheres to the former opinion, and in the case of a young lady whom the newspapers described as a "curly-headed bright girl clerk," once remarked that "women still go to Church with something on their heads, and I think should not come to court hatless." When wise men differ, the appeal is to the oracle—in this instance, Lord Chief Justice Coke. He gave an unequivocal ruling against head covering at the trial of Anne Turner, whose hat he ordered to be pulled off. "A woman might be covered in church," he said, "but not in a court of justice," adding that "from God no secrets are hid, but not so with men, and therefor in the investigation of truth all covering should be removed from the face, which is often an index of the mind." With a characteristically feminine tenacity for the equivalent of the last word, the lady then proceeded to cover her head with her handkerchief.

A PARTRIDGE STORY.

The opening of partridge shooting recalls an odd story of Lord Eldon, one of the worst shots that ever passed through an Inn of Court. One day after he had just missed a covey of partridges with both barrels, a clergyman accosted him and asked where Lord Eldon was. Irritated and none too proud of himself, the Chancellor replied with curt evasiveness that he was "not far off." At this the clergyman took offence and told him he ought to use his tongue to better purpose than his gun and say civilly where Lord Eldon was. "Well," was the reply delivered with dramatic deliberation, "here you see the Chancellor. I am Lord Eldon." The clergyman, who had come all the way from Lancashire to solicit presentation to a vacant living, was so dumbfounded at having blundered into insulting the very person he wished to impress favourably that Eldon having duly ascertained his suitability good naturedly gave him the living. Possibly also this act of forbearance was calculated to insure silence on the subject of the great lawyer's awkward sportsmanship. If so, the hope was vain, for very soon after, a present of game arrived from the new rector with a note to say that from what he had seen of the Chancellor's shooting, he supposed he must be badly in need of it.

Rules and Orders.

REGULATIONS, DATED JULY 27, 1932, MADE BY THE BOARD OF EDUCATION, UNDER SECTION 28 OF THE SOLICITORS ACT, 1932 (22 & 23 GEO. 5. C. 37), WITH THE CONCURRENCE OF THE LORD CHANCELLOR, THE LORD CHIEF JUSTICE AND THE MASTER OF THE ROLLS, WITH REFERENCE TO EXAMINATIONS EXEMPTING PERSONS PROPOSING TO BECOME SOLICITORS FROM THE PRELIMINARY EXAMINATION UNDER THE SOLICITORS ACT, 1932.

1. The examinations mentioned in the Schedule hereto if passed in accordance with the conditions and subject to the standards hereinafter prescribed shall be examinations the passing of which exempts persons proposing to become Solicitors from passing a Preliminary Examination under the Solicitors Act, 1932.

2. In order that exemption may be obtained by passing one of the examinations mentioned in Part I of the Schedule hereto the person claiming exemption *must have obtained a pass with credit (either at the time when he passed the examination as a whole or on some subsequent occasion) in Latin and three other subjects selected from the following groups of subjects, namely :—*

(i) English Subjects.
(ii) Languages (other than English).
(iii) Science and Mathematics.

3. In order that exemption may be obtained by passing one of the examinations mentioned in Part II of the Schedule hereto the person claiming exemption *must have satisfied the Examiners in Latin in that examination unless he has already passed with credit in Latin one of the examinations mentioned in Part I of the Schedule.*

4. The Regulations dated the 26th January 1923(*) shall continue in force until the 1st day of October 1932, on which day the said Regulations shall be superseded and replaced by these Regulations.

Schedule.

PART I.

The School Certificate Examination of the Oxford and Cambridge Schools Examination Board.
The School Certificate Examination of the Oxford Delegacy for Local Examinations.
The School Certificate Examination of the Cambridge Local Examinations Syndicate.
The School Certificate Examination of the University of Bristol.
The School Certificate Examination of the University of Durham.
The General School Examination of the University of London.
The School Certificate Examination of the Northern Universities Joint Matriculation Board.
The School Certificate Examination of the Central Welsh Board.

PART II.

The Higher Certificate Examination of the Oxford and Cambridge Schools Examination Board.
The Higher School Certificate Examination of the Oxford Delegacy for Local Examinations.
The Higher School Certificate Examination of the Cambridge Local Examinations Syndicate.
The Higher School Certificate Examination of the University of Bristol.
The Higher Certificate Examination of the University of Durham.
The Higher School Certificate Examination of the University of London.
The Higher School Certificate Examination of the Northern Universities Joint Matriculation Board.
The Higher Certificate Examination of the Central Welsh Board.

I concur. *Sankey*, C.
I concur. *Hewart*, C.J.
I concur. *Hanworth*, M.R.

Given under the Official Seal of the Board of Education this 27th day of July 1932.

(L.S.) *E. H. Pelham*,
Secretary to the Board of Education.

*S.R. & O. 1923 (No. 107) p. 973.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. JOHN LHIND PRATT be appointed Recorder of Bournemouth, to succeed the late Mr. W. T. Lawrance, K.C. Mr. Pratt, who was called to the Bar by the Middle Temple in November, 1909, was awarded a studentship and Certificate of Honour at the Trinity Term examination in that year. He joined the Western Circuit and practised at the Devon, Exeter, Plymouth, and Bristol Sessions.

Mr. JOHN GIBSON GLOVER, M.A. (Cantab.), a member of the firm of Messrs. Charsley & Glover, of Beaconsfield, Bucks, has been appointed Deputy Coroner for Bucks.

Mr. NEWTON W. ROWELL, of Toronto, a former member of the Canadian Cabinet, has been elected President of the Canadian Bar Association in succession to Mr. Louis St. Laurent. Mr. ISAAC PITBLADO, K.C., of Winnipeg, has been made Vice-President.

Mr. HENRY O. SERPELL, a former High Sheriff of Surrey, has been elected Master of the Barbers' Company for the ensuing year.

Professional Announcement.

(2s. per line.)

Messrs. MARCY & ROBINSON, of 7, New-square, have removed from this address to 14, Old-square, Lincoln's-inn, W.C.2. Telephone numbers—Holborn 4717 and 4718.

Messrs. Lewis & Lewis, of 10, 11 and 12, Ely-place, Holborn, London, E.C.1, have taken into partnership as from the 1st August, 1932, Edward Roderick Dew, LL.B. (Lond.), and Sir George James Ernest Lewis, Bart. The name and address of the firm will remain unchanged.

The Solicitors' Mortgage Society, Ltd. (formed by Solicitors for Solicitors), invites particulars of Funds or Securities. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

The Right Hon. Sir Donald Maclean, P.C., K.B.E., of Southwick-place, W., and Mountstuart-square, Cardiff, and Lincoln's Inn-fields, solicitor, M.P. for North Cornwall since 1929, President of the Board of Education, left estate of the gross value of £24,126, with net personalty £21,655.

Mr. Joseph Jackson Travell, solicitor, of Nottingham, left £13,014, with net personalty £2,023.

Mr. Wallace Read, solicitor, of Dulwich, formerly of Martin-lane, E.C., left £6,646, with net personalty £6,598.

Alderman Herbert John Davis, solicitor, of Hoylake and Liverpool, left £5,726, with net personalty £4,790.

Mr. Arthur Elliott Rhodes, solicitor, of Adam-street, Adelphi, left £30,680, with net personalty £24,859.

Mr. Harold Mather, barrister-at-law, of Birkenhead, left £6,856, with net personalty £3,277.

Mr. Norman Stanley Hedderwick, solicitor, of Westminster, left £7,758.

Mr. Alexander Gartlan, of Newry, solicitor (personal estate in England and Northern Ireland) left £10,342.

Mr. Richard Ll. Barlow, of Southport, solicitor, left £7,913, with net personalty £7,528.

Lt.-Col. Ernest E. Bennett, of Cheltenham, Barrister-at-Law, left £18,370, with net personalty £18,230.

Mr. Thomas Simpson Porter, solicitor, of Bedford, a former town clerk, left £14,288.

BUILDING SOCIETY MORTGAGES.

The following building societies, in addition to those mentioned last week, have agreed to reduce the interest rates on new mortgages from 6 to 5½ per cent: The Westbourne Park Building Society, Equity Building Society, Planet Building Society, Hearts of Oak Permanent Building Society and the Temperance Permanent Building Society.

LORD READING TO VISIT AMERICA.

Lord Reading has accepted an invitation to address the American Bar Association in New York at their plenary meeting on 14th October. On the preceding day he will be a guest at the ceremony of the laying of the corner stone of the new building of the Supreme Court in Washington.

CITY CORPORATION VACANCIES.

Three vacancies have arisen in the Corporation of London by the retirement of Mr. Herbert J. Dorée, who was first elected in 1907, and by the death of Mr. W. Parnwell and Mr. Charles Kershaw. Elections of successors will shortly be held.

NEW CITY SHERIFFS.

The inauguration breakfast of Mr. Alderman Collett and Mr. W. Lacon Threlford, the new Sheriffs of the City of London, will be held on Wednesday, 28th September, at 1.30, at Fishmongers' Hall. The swearing-in will take place at Guildhall at 12.45.

Lord Justice Greer, who lives at Holtye, near East Grinstead, Sussex, spent a day of his Long Vacation in the East Grinstead Police-court on Monday last, when he presided at the Petty Sessions.

Of 1,116 proceedings taken last year at the instance of the City Police for offences against traffic regulations 1,005 were proved. The remaining 111 charges were dismissed or withdrawn.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 22nd September, 1932.

	Middle Price 7 Sept. 1932.	Flat Interest Yield.	†Approximate Yield with redemption
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	106¼	3 15 3	3 12 0
Consols 2½%	72xd	3 9 5	—
War Loan 5% 1929-47 Assented	99½xb	3 10 11	—
**War Loan 4½% 1925-45	102	—	—
Funding 4% Loan 1960-90	108⅛	3 13 9	3 10 5
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	105½	3 15 10	3 13 11
Conversion 5% Loan 1944-64	115½	4 6 7	3 8 2
Conversion 4½% Loan 1940-44	109	4 2 7	3 4 2
Conversion 3½% Loan 1961 or after	98	3 11 5	—
Local Loans 3% Stock 1912 or after	83½xd	3 11 10	—
Bank Stock	312	3 16 11	—
India 4½% 1950-55	102	4 8 3	4 6 10
India 3½% 1931 or after	79xd	4 8 7	—
India 3% 1948 or after	67xd	4 9 7	—
Sudan 4½% 1939-73	106	4 4 11	3 9 1
Sudan 4% 1974 Redeemable in part after 1950	105	3 16 2	3 12 4
Transvaal Government 3% Guaranteed 1923-53 Average life 13 years	100	3 0 0	3 0 0
Colonial Securities.			
Canada 3% 1938	98	3 1 3	3 7 6
*Cape of Good Hope 4% 1916-36	101	3 19 2	—
Cape of Good Hope 3½% 1929-49	97	3 12 2	3 14 10
Ceylon 5% 1960-70	108	4 12 7	4 9 8
*Commonwealth of Australia 5% 1945-75	103	4 17 1	4 13 9
Gold Coast 4½% 1956	106	4 4 11	4 1 10
*Jamaica 4½% 1941-71	104	4 6 6	3 18 9
*Natal 4% 1937	99xd	4 0 10	4 5 1
New South Wales 4½% 1935-45	94	4 15 9	5 2 10
*New South Wales 5% 1945-65	101	4 19 0	4 17 10
*New Zealand 4½% 1945	101	4 9 1	4 7 9
*New Zealand 5% 1946	106	4 14 4	4 7 9
Nigeria 5% 1950-60	111	4 10 1	4 1 9
*Queensland 5% 1940-60	99xd	5 1 0	5 1 4
*South Africa 5% 1945-75	108	4 12 7	4 3 9
*South Australia 5% 1945-75	101	4 19 0	4 17 10
*Tasmania 5% 1945-75	101	4 19 0	4 17 10
*Victoria 5% 1945-75	101	4 19 0	4 17 10
*West Australia 5% 1945-75	101	4 19 0	4 17 10
Corporation Stocks.			
Birmingham 3% 1947 or after	82½	3 12 9	—
*Birmingham 5% 1946-56	110xd	4 10 11	4 1 0
*Cardiff 5% 1945-65	106¼	4 13 11	4 6 9
Croydon 3% 1940-60	92xd	3 5 3	3 9 0
*Hastings 5% 1947-67	111½xd	4 9 8	3 19 4
Hull 3½% 1925-55	97½	3 11 10	3 13 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	95xd	3 13 8	—
London County 2½% Consolidated Stock after 1920 at option of Corporation	70	3 11 5	—
London County 3% Consolidated Stock after 1920 at option of Corporation	83	3 12 3	—
Manchester 3% 1941 or after	82½	3 12 9	—
Metropolitan Water Board 3% "A" 1963-2003	84xd	3 11 5	3 12 7
Do. do. 3% "B" 1934-2003	85	3 10 7	3 11 8
*Middlesex C.C. 3½% 1927-47	99	3 10 8	3 11 10
Do. do. 4½% 1950-70	110	4 1 10	3 14 6
Nottingham 3% Irredeemable	81½	3 13 7	—
*Stockton 5% 1946-66	109½	4 11 4	4 1 10
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	97	4 2 6	—
Gt. Western Rly. 5% Rent Charge	109½	4 11 4	—
Gt. Western Rly. 5% Preference	71	7 0 10	—
L. Mid. & Scot. Rly. 4% Debenture	85½	4 13 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	71½	5 11 11	—
Southern Rly. 4% Debenture	91½	4 7 5	—
Southern Rly. 5% Guaranteed	98	5 2 0	—
Southern Rly. 5% Preference	57½	8 13 10	—
‡L. & N.E. Rly. 4% Debenture	79½	5 0 8	—
‡L. & N.E. Rly. 4% 1st Guaranteed	60	6 13 4	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Company's Ordinary Stocks for the past year.

**To be repaid at par on 1st December, 1932.

Miss SMALLWOOD'S SOCIETY FOR THE ASSISTANCE OF LADIES IN REDUCED CIRCUMSTANCES

Under Royal Patronage.

An Urgent Appeal LEGACIES

The Society needs money—for rents—to buy coal—and to ensure an element of comfort for those who otherwise could not obtain it.

Will you help in this very human cause? Every donation, large or small, is very gratefully accepted.

If you cannot give a substantial amount now, will you kindly think of the Society when you make your will? Legacies help to lay a firm foundation. Will Lawyers kindly advise their clients to help this Society.

Please make Cheques payable to—

MISS SMALLWOOD'S SOCIETY, Lancaster House, Malvern.

F. G. R.

FREEHOLD Ground Rents required; reversions under 60 years preferred; considerable funds available; no commission required.—Details to H. E. Foster & Cranfield, 6, Poultry, E.C.2.

BOOKS AND PERIODICALS.

PRIDEAUX'S Precedents in Conveyancing, 3 Vols., Twenty-second Edition, in good second-hand condition, wanted.—Box 2000, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PROPOSITIONS.

LONDON'S expert Tracer and Process Server traces present addresses on "no trace, no fee" basis in 25 miles area.—Box 2014, Solicitors' Journal, 29, Breams-buildings, E.C.4.

HOTELS.

LAW SOCIETY PROVINCIAL MEETING.
HOTEL ACCOMMODATION.

LYNDALE HOTEL, BRISTOL
(Opposite University and Museum).
Terms very moderate, quiet, gas fires in rooms, central heating, hot and cold water.
A.A. Hotel. Handbook from Manageress.

INFORMATION REQUIRED.

2s. per line.

HUTTON.—The Kin of Nellie Jane Hutton, widow, late of 45, Gresham-road, Bournemouth, Hants, who died there on 26th February, 1932, are requested to APPLY to the Treasury Solicitor (B.V.), Storey's Gate, London, S.W.1. (Estate about £1,700).

SIMMONDS.—The Kin of GEORGE SIMMONDS, late of 25, Portland-road, Kingston-on-Thames, Surrey, who died at Kingston-on-Thames, on 12th June, 1932, are requested to APPLY to the TREASURY SOLICITOR (B.V.), Storey's-gate, London, S.W.1. (Estate about £160).

MRS. A. I. EDSELL, deceased.—Any Solicitor having the CUSTODY of a WILL executed by Mrs. ANNIE ISABEL EDSELL, late of 2, Derek-avenue, Hove, is requested to COMMUNICATE with Messrs. Drake, Son & Parton, 24, Rood-lane, E.C.3.

IN the Estate of GEORGE BIRD GAPPER, deceased.—Will the NEXT OF KIN or RELATIVES of the said GEORGE BIRD GAPPER, late Manager of the National Provincial Bank, Saltburn-by-the-Sea, who died on the 15th June, 1932, COMMUNICATE with ALFRED E. ROBERTS, Solicitor, Church View, Rishton, Lancashire?

WOODING.—Kin of WILLIAM WOODING, late of Rugby, should communicate with Williams and James, Solicitors, Norfolk House, Embankment, London, W.C.2. Important.

JOSEPH RICHARD SMITH, deceased.—If JOSEPH LESLIE SMITH, son of the above, who died at 37, West Bank, Stamford Hill, London, will communicate with Barber Young & Co., Solicitors, 171, Queen Victoria-street, London, E.C.4, some money awaits him. Anyone knowing of his whereabouts or of his death is requested to communicate with the above solicitors.

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